# UNITED STATES DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

UNITED STATES OF AN	MERICA,	)	
	Plaintiff	)	No.
v.		)	
DENISE BREWER,		)	Judge
	Defendant.	)	

# **COMPLAINT**

The United States of America, by Johns R Lausch, Jr., United States Attorney for the Northern District of Illinois, brings this action against the defendant, Denise Brewer, and for its cause of action states:

# COUNT I

- 1. This Court has jurisdiction over this matter pursuant 28 U.S.C. § 1345.
- 2. The defendant, Denise Brewer, resides within the jurisdiction of the court.
- 3. Pursuant to the provisions of Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 1087-2, and regulations promulgated thereunder 34 C.F.R. Part 682, the defendant executed promissory notes as more fully set forth in the Certificate of Indebtedness attached hereto as Exhibits "A" and "B", respectively.
- 4. All due credits and set-offs have been applied to the debt and there remains due and owing the principal sum of \$3,466.55 plus \$1,607.86 interest through January 10, 2018, with interest continuing to accrue at the contract rate, which debt, despite demand, has not been paid.

# COUNT II

5. The United States hereby restates and realleges the allegations set forth in paragraphs 1 and 2.

6. Pursuant to the provisions of Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. §§ 1071 – 1087-2, and regulations promulgated thereunder 34 C.F.R. Part 682, the defendant executed promissory notes as more fully set forth in the Certificate of Indebtedness attached hereto as Exhibits "C" and "D", respectively.

7. All due credits and set-offs have been applied to the debt and there remains due and owing the principal sum of \$8,466.77 plus \$12,218.79 interest through January 10, 2018, with interest continuing to accrue at the contract rate, which debt, despite demand, has not been paid.

WHEREFORE, the United States demands judgment against the defendant as follows:

- a. in the amount of \$5,074.41 (\$3,466.55 principal and \$1,607.86 interest accrued through January 10, 2018);
  - b. interest to continue to accrue at the contract rate until the date of Judgment;
- c. in the amount of \$20,685.56 (\$8,466.77 principal and \$12,218.79 interest accrued through January 10, 2018);
  - d. interest to continue to accrue at the contract rate until the date of Judgment;
  - e. costs of suit as authorized by 28 U.S.C. §2412(a)(2); and
  - f for such other proper relief as this court may deem just.

Respectfully submitted,

JOHN R LAUSCH, Jr. United States Attorney

By: s/Ashley K. Rasmussen
ASHLEY K. RASMUSSEN
Potestivo & Associates, P.C.
Attorneys for Plaintiff
223 W. Jackson Blvd., Suite 610
Chicago, Illinois 60606
arasmussen@potestivolaw.com.

312-263-0003

# Exhibit A

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# Exhibit B

# U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

# **CERTIFICATE OF INDEBTEDNESS #1 OF 2**

DENISE BREWER
AKA D BREWER
5044 W MADISON ST STE 100
CHICAGO, IL 60644
Account No. XXXX

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/10/18.

On or about 09/11/89, the BORROWER executed promissory note(s) to secure loan(s) of \$7,500.00 from NORTHWESTERN UNIVERSITY, EVANSTON, IL. This loan was disbursed for \$7,500.00 on 10/31/89 through 03/21/90 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by GREAT LAKES HIGHER EDUCATION CORPORATION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$4,607.40 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 01/25/00, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$3,466.55 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 10/23/09, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal \$3,466.55

Interest: \$1,607.86

Total debt as of 01/10/18: \$5,074.41

Interest accrues on the principal shown here at the current rate of 4.23% and a daily rate of \$0.40 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 2-7-18

Litigation Support Unit

Philippe Guillon Loan Analyst

# Exhibit C

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# AGREEMENTS

I agree that:

i) in this Note, the words, i, me, and my, mean (except where otherwise indicated) each and all of those who signed it. If more than one person signs this Note, each person will be made liable up to the full amount of the loan. You, your, and yours, mean the lender and any other owner of this Note.

- 2) The lender and each of all signers of this Note agree that the Laws of the State of Illinois shall govern and prevail in every matter relating to this Note regardless of wherever signed or payable.
- 3) I will notity the lender in writing within 10 days of any changes occurring in my school enrollment status, or in my name or address. I further authorize you to obtain enrollment and address information from any of the officers or agents of the educational institution in which I intend to be enrolled, was enrolled, or am currently enrolled.
- 4) The lender may send any notice by first class mail to the latest address the lender may have for me. Unless required by law, the lender need not give a separate notice to the Co-maker(s), (if any).
- 5) The lender must provide me with a copy of this Note. All terms of this agreement are subject to the limitations of the Higher Education Act of 1965, as amended, and regulations issued under the Act.
- 6) If the guarantor is required under its guarantee to repay my loan(s) because I have defaulted, the guarantor will become the owner of this Note and as my creditor will have all the rights of the original lender to enforce the Note against me.
- 7) No change in this Note will be binding unless approved by the lender and me in writing. The lender can delay enforcing any of the provisions in this Note without losing the right to later enforce these provisions.
- i understand that I must repay this Note though I may be under 18 years of age when the Note was algred.
- 9) As a condition of receiving this toan, I agree that any subsequent legal proceedings recessary to enforce the obligations to the ISSC may be instituted in the County of Cook, State of Illinois, and that I will not object, thereto, notwithstanding that at the time such proceedings are instituted, I may reside in a County of the Issue Cook. other than Cook County.

INTEREST RATE

My loan will bear interest at a variable rate not to exceed 12 percent which is adjusted annually over the life of the loan. The variable interest rate will be determined in accordance with Federal statute and will be published by the U.S. Secretary of Education annually. My lender will notify me annually of the interest rate which will apply to my loan for each July 1 - June 30 period.

SECURITY INTEREST

All of my funds and property now or later in your custody, or in transit, shall be subject to a lien for my unpaid liabilities to you, and upon occurrence of a default hereunder, you shall have the right to offset against such funds and

INSURANCE PREMIUM

I agree to pay to you the insurance Premium shown on the front of this Note in the Itemization of the Loan Amount, on the date the loan proceeds are disbursed. I understand that you must pay the ISSC this insurance Premium in an amount which does not exceed 3% of the loan amount. The lender will deduct this fee from the proceeds of the loan.

The lender may collect from me a late charge if I fail to be all or airt of a required installment payment within 10 days after IL is the or II control of provide written evidence that verified my eligibility to target the payment deferred secretary of the payment, whichever is faith.

ACCELERATION PROVISION

Upon the occurrence of any 1000 following events, this November at your option, become immediately see and payable: (1) I fail to make payments when due, or any installment of interest, unless you achieve plots the accruad interest to be capitalized as part of the principal amount, (2) I make talse representation which results in my receiving a surfer which i am not eligible, in the event of acceleration, interest shall accruade any unpaid balance.

Default means the failure of a borrower to make an installment payment when due, or to meet other terms of the Note under circumstances where the ISSC finds it reasonable to conclude that the borrower no longer intends to honor the obligation to rapsy, provided that this failure persists for—

1. 180 days for a loan repsyable in monthly installments; or

2. 240 days for a loan repsyable in less frequent authorized installments.

If I default on this loan-

- The lender may declare the entire unpaid amount of the loan, including interest, immediately due and payable;
- The lender, holder, or guarantee agency (ISSC) may disclose to schools I have attended (or am currently attending) information about the default;
- 3. I will be ineligible to receive assistance from any of the following Federal programs: Pell Grant, Supplemental Educational Opportunity Grant, College Work-Study, State Student Incentive Grant, Byrd Scholarship, Perkins Losh (formerly called National Direct Student Loans), Guarasteed Student Loans, Supplemental Student Loans (SLS), PLUS Loans or Consolidation Loans; and
- 4. I will be ineligible for the benefits described under DEFERMENT in this Pro-

CANCELLATION

CANCELLATION

Wy loan obligation will be cancelled (except in the case of a PLUS loan where there is a co-maker) if documentation of my death is submitted to the lender or subsequent holder; if the lender or subsequent holder end the ISSC accept a statement submitted to it from a physician verifying my total and permanent disability; if proof is submitted to the ISSC that the obligation has been discharged in bankruptcy provided that notice to the lender or subsequent holder and the ISSC of the filing of bankruptcy is received in sufficient time to permit participal in the purpose of the support of the submitted to the lender of subsequent holder and the ISSC of the filing of bankruptcy is received in sufficient time to permit participal time. tion in the bankruptcy proceeding. I understand that my loan is not automatically discharged in bankruptcy. The PLUS/SLS Program does not have provisions which anable this loan to be cancelled or forgiven in whole or in part if I become

PREPAYMENT

I may, at my option and without penalty, prepay all or any part of the principal of this loan at any time. If Lefo so, I will be entitled to a rebate of any unearned interest that I have paid. I

CREDIT BUREAU NOTIFICATION

Information concerning the amount of this loan and its repayment will be reported to one or more great bureau organizations. If I DEFAULT ON THIS LOAN, THE LENDER, HOLDER OR GUARANTEE AGENCY WILL ALSO REPORT THE DEFAULT TO CREDIT BUREAU ORGANIZATIONS. THIS MAY SIGNIFICANTLY AND ADVERSELY AFFECT MY ABILITY TO OBTAIN OTHER CREDIT.

The lender, holder or guarantee agency must notify me at least 30 days in advance that information about the default will be disclosed to credit organizations unless I enter into repsyment on the loan within the 30 days.

The lender must provide it timely response to a request from any credit bureau organization regarding objections I might raise with that organization about the accuracy and compléteness of information reported about me.

As authorized by Federal law if I meet certain requirements, I have the right to defer payments on my loan as set forth under DEFERMENT in the "Borrower's Rights and Responsibilities" sheet.

CONSOLIDATION

Consolidation may be available for borrowers in the SLS program and other educational loan programs. For further information, contact the guarantee agency named on this Note.

I am eligible for refinancing options of my PLUS/SLS loans as authorized ny Federal Law. For further information, contact the guarantee agency or the lender named on this Note

REFINANCING FEE

If this loan is made to secure a variable interest rate, a lender offering to reissue a loan(s) for such purpose may charge a borrower an amount not to exceed \$100 to cover the administrative costs of reissuing such a loan(s). The relinancing fees are non-refundable and are paid separately in advance to the lender.

REPAYMENT BY DEPARTMENT OF DEFENSE

Under certain circumstances, military personnel may have their loans repaid by the Secretary of Defense, in accordance with Section 902 of the Department of Defense Authorization Act, 1981 (P.L. 96-342, 10 U.S.C. 2141, note). Questions concerning the program should be addressed to the local Service recruiter. The program described is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

The ISSC is a State agency and federal contractor authorized to collect information for the U.S. Department of Education for use in administration of all federal student financial aid programs.

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## **AGREEMENTS**

lograp that:

- in this Note, the words, i, me, and my, mean (except whose otherwise indicated) each and all of those who signed it. If wors than one present signs this Note, each person tell be reade lable up to the full amont of the ban. You, your, and young, mean the lender and any other evener of this Note.
- The tender and each of all signers of this Note agree that the Lause of the State of tillnots shall govern and prevail in every matter relating to this Note regardless of schemes; signed or payable.
- I will notify the lender in writing within 10 days of any otheriges occurring in any school enreliment status, or in my name or address. I further authorize you to obtain enreliment and address information from any of the officers or agents of the educational institution in which I intend to be enrolled, was enrolled, or are
- The lender may send any notice by first clear mail to the latest address the binder may have for me. Unlass required by law, the lander need not give a separate notice to the Co-malanth), (I any).
- The lander must provide me with a copy of this Note. All terms of this agreement are subject to the limits tone of the Higher Education Act of 1985, as amended, and regulations issued under the Act.
- II ISSC is required under its guarantee to repay my losmes) because I have defaulted, ISSC will become the owner of this Note and as my creditor will have all the rights of the original lander to enforce the Note
- he change in this Note will be bloding unless approved by the tender and me in unting. The lander cand extending any of the provisions in this Mole without looking the right to talk officed thisse provisions. n
- I understand that I must super this Note though I may be under 18 years of age when the Note was algred.

에 되는 살 집을 다 Why loan will been interest at a variable sets not to exceed 12 percent which is adjusted annually over the Ma of the loan. The whiche interest rate will be determined in accordance with Federal staters and will be published by the U.S. Secretary of Edicarten extrusity. My lander will notify me annually of the interest rate which will apply to my toen for each July 1 - June 30 period.

### SECURITY INTEREST

All of my funds and property new ortstar in your custody, or in transit, shall be subject to a lien for my urps at liabilities to you, and upon occurrence of a default hursender, you shall have the right to oliset against such funds and

## DISURANCE PREMIUM

I spres to pay to you the insurance Premium shown on the front of this Note in the itemization of the Lean Amount, on the date the bein proceeds are disbursed. I wide-stand that you must bey ISBC this insurance Premium in an amount which does not a zosed 2% of the loan amount. The leader will deduct this fee from the proceeds of the loan.

repayment of my SLE tooms begins no later them 80 days after the claburaument of the last installment.

Except as provided below, I will repay my SLB bears ever a repayment period that generally leats at least 5 years but not more than 10 years.

It I qualify for posponement of my payments during any period described under DEFERMENT on the "Borower's Rights and Responsibilities" sheet, or if the lander grants "forbesus nos," those periods will not be included in the 5- and 10-year periods mandoned above.

LATE CHARGES

The lander may collect a late charge from one #1 fall to pay all or part of a reculated annual Collection within 10 days after it is due or #1 fall to provide written evidence that weithed are expected in the payon the desired as described under DEFERIMENT in the Note. A time charge annual to the payon the payon the desired as the time.

ACCELERATION PRO VISION

PAY

TO THE SISTANT

ACCELERATION PRO VISION

Lipse the continence of any of the bounds of beautiful to the shall, at your oppile, byforms to provide a new payoners when due, or any implainment of ignored. This is the fall of the device account received to be capitalized as part of the principal amount your days take false-gall-executation such results in any receiving a last for which I am not eligible. It is allowed to be capitalized as part of the principal amount your days take false-gall-executation such results in any receiving a last for which I am not eligible. It is allowed to be capitalized on the food side of the time gall-executation of the food and the payoners.

EXPLICATION DATE

The application data principal on the broat side of the food and the payoners.

The expiration date princip on the front side of this form will be 60 days from the date of the last discursment and cannot be more than 80 days from the ending exhact term. However, the explication date will rever be ligher than the ending exhact seem date plus 50 days. After the suphration date has pessed, this gearantee is no braing walld and the lander may not discussed this liber. A guarantee will be released if 1600 approved a "date discussement" es provided in ISSC rules.

Landers are reminded that lederal regulations provide that a loan must be cancelled if the loan check has not been cashed within 120 days of disbursament. This easy result in the automatic expiration of this guarantes prior to the expiration data printed on the front of the form. Landers may apply to ISSC to reinstate a loan guarantes.

# DEFARIT

Default ensens the follow of a borrower to make an installment payment when doe, or to meet other terms of the Note under circumstances: where ISSC Table is recoverable to conclude that the borrower no longer infinite to hence the obligation to repay, provided that this failure penalets for-1. 180 days for a lean repayable in less frequent authorized installments.

- If I defaut pricks bean-1. The landserholder may declare the entire unpaid amount of the loan, including interest, immediately due and payable;
  - The tenderholder, or ISSC tray disclose to schools I have attended (or are currently attending) Information about the default;
  - I will be insligible to receive assistance from any of the following Federal programs: Pull Grent, Supplemental Educational Opportunity Grant, College Work-Budy, Batte Basient Incentive Grant, Byrd Scholarship, Perkins Loan (formerly called Hateline) Direct Student Learns, Stafford Loan (formerly GSL), Supplemental Loans for Students (SLS), PLUS Learns or Consolidation Loans; and
  - 4. I will be tradicitie for the bornella described under DEPERMENT in this Promissory Note.

CANCELLATION

By ion obligation will be cancelled if documentation of my death is superitied by the tender or subsequent holder and ISBC accept a statement-standard lid it from a physician feetlying my treating parameter describing; if proof to substitute to ISBC that the deligation has been discharged in barranging provided that nation to the lander or substitutes to label. Other and ISBC of the Ising of Sentundry in acceleration to the lander or substitution has been discharged in barranging provided that my lother and ISBC of the Ising of Sentundry in acceleration to the transfer of the substitution in the bistration provided line. I thinderstand that my loth is not distinct that it is been to be concelled or longive in the land of the Islandard in the Islandard Islandard.

I may, as my option and without penalty, propay all or any part of the principal of this tean at any time. If I do so, I will be entitled to a release of any unserned interest that I have paid.

## CREWT BUREAU MOTERCATION

CREST BUREAU NOTSPICATION
Information concenting the amount of this loan and its repayment will be reported to one or more credit bureau
organizations. If I DEFAULT ON THEILDAN, THE LENDER, HOLDER OR ISSO WILL ALSO REPORT THE
DEFAULT TO CREDIT BUREAU ORGANIZATIONS. THIS MAY SIGNIFICANTLY AND ADVERSELY AFFECT
MY ABILITY TO CISTAIN OTHER CREDIT.

The tender, holder or ISSC must notify see at least 30 days in advance that information about the default will be declared to credit organizations unless I once into repayment on the loan within the 30 days.

The tender must provide a timely response to a request from any credit burses organization regarding objections. I might relies with that organization should the accuracy and completeness of information reposted about me.

## DEFERBRENT

As authorized by Federal law fill meet certain requirements, I have the right to deler payments of principal on my loon as set facts under DEFERMENT in the "Borrower's Rights and Responsibilities" sheet.

Consolitation may be evaluable for borrowers in the SLB program and other educational ice in programs. For letter information, consect the guestional agency related on this Note.

I am eligible for refinencing options of my SLS loans as authorized by Pederal Law. For further information, contact the guarantee agency or this lander named on this Note.

REPAYMENT BY DEPARTMENT OF DEPEMBE.
Under eartain elementarions, military generated may have their towns repaid by the Secretary of Delenes, in accessions with Sections 600 of the Department of Delenes Authentication Act, 1981 (P.L. 98-342, 19 U.S.C. 2141 note). Cuestions concentring the program should be addressed to the local Service recruiter. The program described is a monthing program and does not pertain to prior service incividuals or those not eligible for enterment in the Armed Forces.

## REDUCTION CORES

- expanses minus said does not justify amount of later request total amount request attend amount requested for this later, plus other loans guaranteed would exceed the allowable appreprie
- program reasons.

  Intel amount requested for the form, plue other lasns guarasteed by ISSC and other State and Federal Programs would acceed the resolution amount allowed for this accelerate year.

  Total amount requested for this lasn, plus other lasns guarasteed by ISSC and other State and Federal Programs would expect the allegable aggregate program resolution. 40\*
- school a report less then cost minus sid
- table amount requested for this ben, plus other loans passurated during student's current ecodemic year would exceed practicum amount abound for this accelerate table.

# Exhibit D

# U. S. DEPARTMENT OF EDUCATION SAN FRANCISCO, CALIFORNIA

# **CERTIFICATE OF INDEBTEDNESS #2 OF 2**

DENISE BREWER
AKA D BREWER
5044 W MADISON ST STE 100
CHICAGO, IL 60644
Account No. XXXX

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 01/10/18.

On or about 04/19/89 & 11/13/89, the BORROWER executed promissory note(s) to secure loan(s) of \$4,000.00 & \$4,000.00 from RIVER FOREST STATE BANK, CHICAGO, IL. This loan was disbursed for \$8,000.00 on 07/26/91 at a variable rate of interest to be established annually by the Department of Education. The loan obligation was guaranteed by ILLINOIS STUDENT ASSISTANCE COMMISSION, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 C.F.R. Part 682). The holder demanded payment according to the terms of the note, and credited \$0.00 to the outstanding principal owed on the loan. The BORROWER defaulted on the obligation on 07/27/91, and the holder filed a claim on the loan guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$10,264.43 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. Pursuant to 34 C.F.R. § 682.410(b)(4), once the guarantor pays on a default claim, the entire amount paid becomes due to the guarantor as principal. The guarantor attempted to collect this debt from the BORROWER. The guarantor was unable to collect the full amount due, and on 07/15/99, assigned its right and title to the loan to the Department.

Since assignment of the loan, the Department has credited a total of \$50.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal: \$8,466.77

Interest: \$12,218.79

Total debt as of 01/10/18: \$20,685.56

Executed on: 2-7-18

Interest accrues on the principal shown here at the current rate of 4.47% and a daily rate of \$1.04 through June 30, 2018, and thereafter at such rate as the Department establishes pursuant to section 427A of the Higher Education Act of 1965, as amended, 20 U.S.C. 1077a.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Litigation Support Unit

Philippe Guillon Loan Analyst